

SETTLEMENT PROPOSALS

FROM

**THE SCHOOL DISTRICT OF
THE CITY OF DETROIT**

TO

**THE INTERNATIONAL UNION
OF OPERATING ENGINEERS
LOCAL 324**

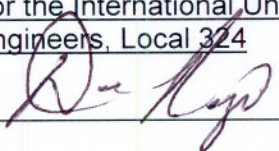
APRIL 16, 2010

**Settlement Agreement
Between
The School District of the City of Detroit
and
The International Union of Operating Engineers, Local 324**

It is hereby agreed by and between the School District of the City of Detroit and the International Union of Operating Engineers, Local 324, in final settlement of all outstanding issues under negotiation, as follows:

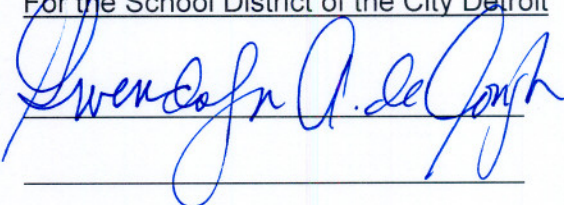
1. The parties' new Collective Bargaining Agreement, the terms of which are fully set forth herein, shall be in effect for the period of October 1, 2006 through September 30, 2014;
2. All provisions of the expired Agreement (October 1, 2003 – September 30, 2006) not specifically changed herein are carried forward into this Agreement.

For the International Union of Operating
Engineers, Local 324



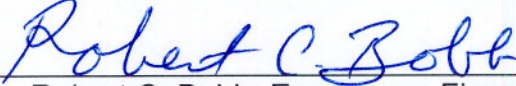
Date: 4/16/10

For the School District of the City Detroit



Date: 4/16/10

APPROVED:



Robert C. Bobb, Emergency Financial Manager

Date: 4-16-10

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 324

Proposal Date: December 10, 2009

DPS Proposal: As Is Modified _____

DPS Initials: R. Bobb

Union Initials: OUE

TA'D Date: 01-28-2010

A G R E E M E N T

This Agreement, effective the first day of October 2006 by and between the School District of the City of Detroit, hereinafter called the "School District" or "District", and the International Union of Operating Engineers, Local 324, AFL-CIO, hereinafter called the "Union."

Approved: _____

Robert C. Bobb
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 324

Proposal Date: March 31, 2010

DPS Proposal: As Is Modified _____

DPS Initials: [Signature]

Union Initials: DR

TA'D Date: 4/16/10

ARTICLE ONE
RECOGNITION

In accordance with the provisions of Act 176 of the Public Acts of 1939 as amended, the School District recognizes the Union as the sole and exclusive collective bargaining representative of its employees employed as Stationary Engineers and Boiler Operators, all of whom are hereinafter referred to as "Employees," and classified in the following positions:

~~Facility Manager I Operating Engineer I employees are those who have a Third Steam license or greater.~~

~~Facility Manager II Operating Engineer II employees are those who have a High Pressure Boiler Operator License.~~

~~Facility Manager III Operating Engineer III employees are those who have Low Pressure Boiler Operator License.~~

Assistant Facility Manager

Technician (Lab)

Apprentice

Trainee

Refrigeration licensing may be required for specific buildings depending on the equipment in place at the building.

Approved: Robert C. Bobb
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 324

Proposal Date: December 10, 2009 DPS Proposal: As Is Modified _____
DPS Initials: [Signature]
Union Initials: [Signature]
TA'D Date: 01-28-2010

**ARTICLE TWO
MANAGEMENT RIGHTS**

The School District reserves all rights and powers conferred upon it by the Constitution and laws of the State of Michigan and the United States. In addition, the School District reserves the right to govern and manage the District in all respects, except as to limitations on the right to govern and manage that are specifically set forth in this Agreement. All District policies and procedures which are in effect or may be adopted by the District are part of the Collective Bargaining Agreement except to the extent such policies and procedures conflict with the express terms hereof. The District may establish necessary work rules and regulations not in conflict with the terms of this Agreement.

Approved: Robert C. Bobb
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 324

Proposal Date: December 10, 2009

DPS Proposal: As Is Modified _____

DPS Initials: [Signature]

Union Initials: [Signature]

TA'D Date: 01-28-2010

**ARTICLE THREE
STRIKE PROHIBITION**

There shall not be any strike of any type engaged in or encouraged by the Union during the life of this Agreement. The Union will take affirmative steps to discourage and prevent strike action by any of its members. The Board agrees that during the life of this Agreement it shall not lock out these employees.

Approved: [Signature: Robert C. Bobb]
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 324

Proposal Date: January 28, 2010

DPS Proposal: As Is Modified _____

DPS Initials: J. [Signature]

Union Initials: DK

TA'D Date: 01-28-2010

ARTICLE FOUR
UNION SECURITY/DUES CHECK OFF

A. Requirement of Membership in Union or Payment of Service Fees

All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall, within ~~sixty (60) days~~ of the effective date of this provision, or within ~~sixty (60) days~~ thirty (30) days of the date of hire by the School District, ~~whichever is later~~ or return from leave, become members of the Union, or in the alternative, shall, within thirty (30) ~~sixty (60)~~ days of their date of hire by the School District, as a condition of employment, pay to the Union each month a service fee in the amount equal to the regular monthly Union membership dues uniformly required of employees of the School District who are members.

An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than thirty (30) ~~sixty (60)~~ days in arrears of payment of such dues (or fees).

The School District agrees that, upon hiring any new employees who are covered by this Agreement, the School District shall send a letter advising the Union of the name, date of hire, and social security number of the new employee.

B. Check-Off of Fees or Dues

The School District shall deduct from the pay of each employee, from whom it receives an authorization to do so, the required amount for the payment of Union dues or Agency Shop fees. Such dues or fees, accompanied by a list of employees from whom they have been deducted, and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the Union office no later than forty (40) days after such deductions were made.

~~To the extent the Union owes the District money There shall no longer be reimbursement of Union employees' salaries and benefits. , the District shall have the right to deduct checked off dues to offset such money owed. However, such offset shall not be made until sixty (60) days after the Union receives the invoice. If the Union presents a good faith dispute regarding the amount of the bill, the offset will not include the amount for which a good faith dispute has been presented.~~

~~To the extent that the District owes the Union money for dues that have been withheld but not remitted, the Union shall have the right to deduct this amount from the amount the Union owes~~

~~the District for reimbursement of Union employees' salaries and benefits. However, such offset shall not be made until sixty (60) days after the dues have been withheld. The District will have the same right to offset as provided to the Union in the above paragraph.~~

C. Political Action Deductions

The School District agrees to make payroll deductions available to members of the bargaining unit under the following conditions: The member's authorization shall be voluntary. It shall not be a condition of continuing membership or employment. The Union agrees to pay in full all costs related to the implementation and maintenance of the aforementioned payroll deduction.

D. Indemnification

If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law. The Union agrees that in the event of litigation against the School District, its agents or employees arising out of this provision, the Union will co-defend and indemnify and hold harmless the School District, its agents or employees, for any monetary award arising out of such litigation.

Approved: Robert C. Bobb
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 324

Proposal Date: December 10, 2009 DPS Proposal: As Is Modified _____
DPS Initials: [Signature]
Union Initials: [Signature]
TA'D Date: 01-28-2010

ARTICLE SIX
NON-DISCRIMINATION

The Employer and the Union recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices, as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, sex, creed, color, religion, age or national origin. The parties will work together to assure equal employment opportunities to all.

Whenever in this Agreement reference is made to the masculine gender, it shall be conclusively presumed to refer to the female gender as well, and vice versa.

Approved: Robert C. Bobb
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 324

Proposal Date: December 10, 2009 DPS Proposal: As Is Modified _____
DPS Initials: DLG
Union Initials: OR
TA'D Date: 01-28-2010

ARTICLE SEVEN
SPECIAL CONFERENCES

Special Conferences for important matters will be arranged between the Union and the appropriate representatives of the School District upon the request of either party. Unless otherwise agreed, such meetings shall be between three (3) representatives of the School District, and three (3) representatives of the Union. Unless otherwise agreed, arrangements for such Special Conferences shall be made at least twenty-four (24) hours in advance. An agenda of the matters to be taken up at the meeting, together with the names of the conferees representing the requesting party, shall be presented at the time the conference is requested. Matters taken up in a Special Conference shall be confined to those included in the agenda, but in no case shall such matters be in conflict with the Agreement. Such conferences shall, to the extent possible, be held during regular work hours.

Approved: Robert C. Bobb
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 324

Proposal Date: March 31, 2010

DPS Proposal: As Is Modified _____

DPS Initials: J. de G.

Union Initials: DR

TA'D Date: 4/16/10

ARTICLE NINE
SENIORITY

Seniority, unless otherwise modified, is intended to refer to classification seniority.

A. General Seniority Provisions

School District seniority is the length of continuous service with the Board of Education.

Bargaining unit seniority shall be the length of time an employee is continuously employed in the bargaining unit.

Classification seniority shall be the length of time an employee is continuously employed in the same classification from the effective date of appointment, or permanent promotion to the classification. An employee promoted to a higher classification within the bargaining unit shall continue to accrue seniority credits in his previous classification.

A regular employee granted a leave of absence or on lay-off shall have his seniority frozen during the period of leave of absence or lay-off.

Employees granted military leave of absence or receiving Workers' Compensation benefits shall continue to accrue seniority.

B. Loss of Seniority

An employee shall lose his seniority for the following reasons only:

1. He is discharged and the discharge is not reversed through the grievance procedure.
2. If he does not return to work when recalled from a leave of absence or lay-off, as provided in the Lay-Off Recall Procedure.
3. Two years following a layoff provided the employee has not been recalled as provided in the layoff/recall procedure in Article Ten.
4. Upon retirement.

5. Quit.

C. Seniority List

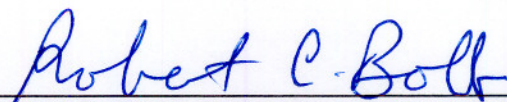
An agreed upon seniority list shall be made available to the Union on an annual basis, or about November 15th of each year. Such list shall contain the name and date of employment, classification and job location of all employees covered by this Agreement.

D. Probationary Employees

Newly hired employees, or employees transferred into the bargaining unit, shall be considered probationary employees in the bargaining unit during the first one hundred and twenty (120) days from date of employment or transfer. When an employee completes the probationary period, he shall be entered upon the department seniority list, provided he shall have completed the probationary period within twelve (12) consecutive months.

The Union shall be entitled to represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, with the exception of discharge and disciplinary action taken for reasons other than Union activity.

Approved: _____



Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 324

Proposal Date: April 16, 2010

DPS Proposal: As Is _____ Modified _____

DPS Initials: [Signature]

Union Initials: DR

TA'D Date: 4/16/10

ARTICLE TEN
LAYOFF AND RECALL

A. Layoff

1. For all unit members, lay-off shall be defined as the separation of a regular employee resulting from a lack of work, reconstitution, or for reasons caused by circumstances other than an act by an employee resulting in disciplinary dismissal.

2. Should it become necessary to schedule the lay-off of an employee in a classification covered by this Agreement, bargaining unit classification seniority shall apply. The employee shall have the right to exercise his/her seniority in the same classification or in a lower classification for which he/she is qualified. An employee may exercise his seniority only to the position occupied by the least senior employee in the appropriate classification.

An employee desiring placement in a lower classification because of a lay-off shall be given seniority credit in the lower classification for seniority accumulated in his classification.

3. The School District agrees to make every effort to eliminate any lay-off of an employee while retraining other employees of lower bargaining unit classification seniority, and to immediately correct any such situations that might occur. Failure to immediately correct the error is grounds for a grievance. Provided an immediate good faith effort is made, the Union agrees not to process grievances regarding alleged failures to properly select individuals for lay-off.

4. ~~Notice—Whenever possible,~~ An employee who is scheduled to be laid off shall be given a written notice at least ten (10) calendar days ~~two (2) weeks~~ prior to the effective date of lay-off. ~~date, but not less than seven (7) calendar days~~ written notice. The Union shall be provided a list of those employees scheduled for lay-off no later than the date the notices are issued to the employee.

5. For the purpose of layoff and recall only, officers and stewards shall head the seniority list as long as they hold the positions of officers and stewards at the time of layoff.

6. Any employee involuntarily transferred from an assignment shall be reassigned to a location determined by the District.

B. Recall

1. An employee placed on lay-off shall be recalled in the order of his bargaining unit classification seniority, provided he shall have completed his probationary period and is qualified to hold the position. All eligible employees shall be recalled to work on the basis of classification seniority prior to the filling of any vacant position by either promotion or the hiring of new employees.

2. Employees laid off through the procedure as stated in Section A above shall be maintained on a recall list for a period of two (2) years from the date of layoff.

3. Notice - Notice of recall shall be forwarded to the employee at his last known address by regular registered mail or certified mail. It shall be the responsibility of the employee to notify the School District and the Union of any change of address immediately after such change, and the Union shall thereupon verify the new address with the School District. Failure by the employee to report for work within five (5) working days from the receipted date of delivery of the recall notice shall be considered as a voluntary quit. Exceptions to this provision, for failure to report, may be made by the School District for good cause.

- a. In the event that an immediate resumption of services is required, recall shall be made to provide public service announcements to other commercial stations.
- b. Upon receiving the information, each employee is to respond appropriately in accordance with his/her job functions and assignments.
- c. Employees who must perform critical functions during such emergencies (maintenance, administration, etc.) will receive special instructions from the Department of Facilities Maintenance.

C. Layoff and Recall in the Event of a Strike by Another Bargaining Unit

Notwithstanding any of the language above, unit members will be considered laid off at the end of the third (3rd) day of a work stoppage of the school system by another bargaining unit, unless otherwise notified by the General Superintendent or his/her designee. Such notice to the contrary may include a different date for the layoff which will not be earlier than the third (3rd) day of the work stoppage, but may be any day following the third (3rd) day of the work stoppage.

Upon notice of recall from a layoff under this Section, employees will be expected to return to work on the day indicated in the notice, which may be as soon as the day after the date on the notice. Such notice to include any one, or combination, of the following methods:

1. Communication through Media Outlets;
2. Electronic Mail;
3. Posting on the District's website;
4. Direct mail;
5. Any other means agreed to by the parties to adequately inform employees

In the event that the District recalls employees laid off due to a work stoppage with the intent to reopen schools, the District shall have the right to layoff employees in the event schools do not open, or schools open and are subsequently closed, the following day without the need for any specific notice.

Approved: Robert C. Bobb
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 324

Proposal Date: March 31, 2010

DPS Proposal: As Is Modified _____

DPS Initials: [Signature]

Union Initials: DR

TA'D Date: 4/16/10

ARTICLE ELEVEN
HOURS OF WORK AND OVERTIME

A. Hours of Work

The regular work week for bargaining unit employees shall consist of forty (40) hours. Shifts will be scheduled as conditions warrant, subject to management discretion. When scheduling permits, five (5) consecutive days of eight (8) consecutive hours each will be scheduled.

B. Overtime

~~1. Time and one-half will be paid to all Employees of the bargaining unit for actual hours worked in excess of 40 hours during any one week period from Saturday through Friday. For purposes of this section the phrase "actual hours worked" shall be consistent with the definition of hours worked pursuant to the Fair Labor Standards Act.~~

2. The District shall endeavor to assign overtime as equally as possible among the qualified bargaining unit employees in the same classification, provided the District reserves its management rights to assign overtime in the interests of operational and cost efficiency. All overtime properly assigned and refused shall be charged for overtime distribution purposes the same as if worked. All overtime properly assigned and refused shall be charged for overtime distribution purposes the same as if worked.

3. Call-in Pay - Except for continuous overtime hours worked prior to or after termination of an employee's regular shift, an employee assigned to work authorized overtime shall receive the time and one-half (1 ½) rate for the actual time worked, or a minimum of two (2) hours straight time, whichever is greater.

C. Winter Heating Season Winter

1. The Winter Heating Season will be from the third (3rd) Saturday in November through the last Saturday in March.

~~2. The District will determine what positions and hours to be worked during the Winter Heating Season, personnel will be required at each facility with a Steam Boiler or a Hydronic Boiler with a City of Detroit "Post of Duty Requirement" shall receive a minimum of four (4) hours of overtime each. Personnel assigned to work a weekend of the heating season will be unless notified by the Facility Maintenance Department by 12:00 p.m. on Thursday of that week. If notification is given that personnel is not needed for a the four (4) hours of weekend coverage on that particular weekend, then one (1) hour early start-up may will be authorized for each facility with a Steam Boiler or a Hydronic Boiler with a City of Detroit "Post of Duty Requirement" to insure minimum building temperatures are reached by the start of school the next school day, that Monday morning.~~

~~3. The personnel will be expected to continue working such hours as are required to insure that the building assigned to their care does not suffer damage from freezing over the weekend periods, and that it is heated satisfactorily for the start of school on each Monday morning and throughout the week. They shall also insure that areas and equipment involved with the heating system are satisfactorily maintained.~~

~~4. The personnel assigned to non-shift buildings shall be expected to work in accordance to Paragraph 2 of this section during the winter period designated by the School District in order to assist the personnel assigned in providing the necessary heat, and in performing necessary maintenance duties. The Director of Physical Plant Operations/designee shall determine what hours shall be worked over the weekend, subject to the approval of the Superintendent of Building Operations.~~

~~5. The responsibility of the personnel assigned is intended to include providing adequate heat and normal maintenance throughout the year. However, it is not anticipated that hours worked as the result of vandalism or Act of God should be considered a part of the normal workload. Employees called in to assist in cases of floods, fires, power outages, or because of other situations beyond the control of the Engineering personnel assigned, shall receive the proper call-in pay.~~

~~6. Any requests to perform heating plant or building maintenance repairs which cannot be performed while the building is occupied will not be unreasonably or arbitrarily denied. Personnel assigned will deliver any weekend maintenance requests along with a written explanation of work to be performed to their immediate supervisor. Request for payment will be submitted on the District payroll for 101 or appropriate form.~~

D. Training

The District will endeavor to establish an annual calendar of training and will notify the Union. The District reserves the right to modify the schedule and will notify the Union of any such modifications during the course of the year.

Approved: Robert C. Bobb
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 324

Proposal Date: April 16, 2010

DPS Proposal: As Is Modified _____

DPS Initials: [Signature]

Union Initials: [Signature]

TA'D Date: 4/16/10

ARTICLE SEVENTEEN
WAGES

Wages will be paid according to the following schedule effective July 1, 2010 through the duration of the Agreement:

Operating Engineer I — Operating Engineer II — Operating Engineer III

	Minimum	Maximum
Facility Manager I	\$ 24.00	\$ 30.37
Facility Manager II	\$ 21.00	\$ 28.90
Facility Manager III	\$ 18.00	\$ 27.52
Assistant Facility Manager	\$ 17.00	\$ 25.00
Technicians (Lab)	\$ 24.50	\$ 32.00
Apprentices	\$ 13.74	\$ 20.08

Employees hired prior to January 1, 2009 will be paid according to the above schedule or their current rate, whichever is greater, subject to concessions.

Employees will receive step increases according to current district policy.

Effective July 1, 2010 wages for each bargaining unit member shall be reduced by 10% for the duration of this Agreement.

Effective July 1, 2009 step increases will be suspended for the duration of this Agreement.

Employees hired prior to July 1, 2010 will be paid according to the above schedule, but no less than their current rate of pay provided the employee is not assigned to a position with a lower rate of pay and the employee's current rate of pay falls within the lower position pay range.

Employees hired after July 1, 2010 will be paid according to the above schedule.

The progression of annual step increments will be as indicated below:

- Increment steps of the contractual classifications shall be as noted on Attachment A which is attached hereto.
- A unit member is to progress through the increment steps annually provided their annual evaluation is satisfactory and the District determines the fiscal condition of the School District permits.

Approved: Robert C. Bobb
Robert C. Bobb, Emergency Financial Manager

PROPOSAL #18 (Revised)
Proposal Date: April 16, 2010
Attachment A (2 pages)

IUOE Classifications Proposed Steps

	<u>Minimum</u>	<u>Maximum</u>			10 Steps
Facility Manager I	\$24.00	30.37			\$6.37 \$0.71
Step 2	\$24.71	3%	\$0.71		
Step 3	\$25.42	3%	\$0.71		
Step 4	\$26.12	3%	\$0.71		
Step 5	\$26.83	3%	\$0.71		
Step 6	\$27.54	3%	\$0.71		
Step 7	\$28.25	3%	\$0.71		
Step 8	\$28.95	2%	\$0.71		
Step 9	\$29.66	2%	\$0.71		
Max	\$30.37	2%	\$0.71		\$6.37

	<u>Minimum</u>	<u>Maximum</u>			
Facility Manager II	21	28.9			\$7.90 \$0.88
Step 2	\$21.88	4%	\$0.88		
Step 3	\$22.76	4%	\$0.88		
Step 4	\$23.63	4%	\$0.88		
Step 5	\$24.51	4%	\$0.88		
Step 6	\$25.39	3%	\$0.88		
Step 7	\$26.27	3%	\$0.88		
Step 8	\$27.14	3%	\$0.88		
Step 9	\$28.02	3%	\$0.88		
Max	\$28.90	3%	\$0.88		\$7.90

	<u>Minimum</u>	<u>Maximum</u>			
Facility Manager III	\$18.00	\$27.57			\$9.57 \$1.06
Step 2	\$19.06	6%	\$1.06		
Step 3	\$20.13	5%	\$1.06		
Step 4	\$21.19	5%	\$1.06		
Step 5	\$22.25	5%	\$1.06		
Step 6	\$23.32	5%	\$1.06		
Step 7	\$24.38	4%	\$1.06		
Step 8	\$25.44	4%	\$1.06		
Step 9	\$26.51	4%	\$1.06		
Max	\$27.57	4%	\$1.06		\$9.57

	<u>Minimum</u>	<u>Maximum</u>			
Asst. Facility Manager	\$17.00	\$25.00			\$8.00 \$0.89
Step 2	\$17.89	5%	\$0.89		
Step 3	\$18.78	5%	\$0.89		
Step 4	\$19.67	5%	\$0.89		
Step 5	\$20.56	4%	\$0.89		
Step 6	\$21.44	4%	\$0.89		
Step 7	\$22.33	4%	\$0.89		
Step 8	\$23.22	4%	\$0.89		
Step 9	\$24.11	4%	\$0.89		
Max	\$25.00	4%	\$0.89		\$8.00

PROPOSAL #18 (Revised)
Proposal Date: April 16, 2010
Attachment A (2 pages)

IUOE Classifications Proposed Steps

	Minimum	Maximum			
Technicians (Lab)	\$24.50	\$32.00		\$7.50	\$0.83
Step 2	\$25.33	3%	\$0.83		
Step 3	\$26.17	3%	\$0.83		
Step 4	\$27.00	3%	\$0.83		
Step 5	\$27.83	3%	\$0.83		
Step 6	\$28.67	3%	\$0.83		
Step 7	\$29.50	3%	\$0.83		
Step 8	\$30.33	3%	\$0.83		
Step 9	\$31.17	3%	\$0.83		
Max	\$32.00	3%	\$0.83		
			\$7.50		

	Minimum	Maximum			
Apprentices	\$13.74	\$20.08		\$6.34	\$0.70
Step 2	\$14.44	5%	\$0.70		
Step 3	\$15.15	5%	\$0.70		
Step 4	\$15.85	5%	\$0.70		
Step 5	\$16.56	4%	\$0.70		
Step 6	\$17.26	4%	\$0.70		
Step 7	\$17.97	4%	\$0.70		
Step 8	\$18.67	4%	\$0.70		
Step 9	\$19.38	4%	\$0.70		
Max	\$20.08	4%	\$0.70		
			\$6.34		

PROPOSAL #19 (Revised)

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 324

Proposal Date: April 16, 2010

DPS Proposal: As Is Modified _____

DPS Initials: J. deC

Union Initials: DR

TA'D Date: 4/16/10

ARTICLE EIGHTEEN
INSURANCE

All full-time bargaining unit members may elect to receive full family health, dental, optical and employee only life insurance as provided below.

Employees must apply for coverage within thirty (30) days of initial employment or during open enrollment periods.

All bargaining unit members shall be required to pay a portion of the premium for health insurance as detailed below.

Health Insurance Options

Eligible employees may elect health insurance for himself/herself and eligible dependents.

Effective upon ratification, bargaining unit members who elect health insurance coverage will be eligible to receive coverage under one of two HMO plans or one of two PPO plans.

Employees choosing HMO coverage will be required to pay 10% of the annual premium cost via payroll deduction.

Employees choosing PPO coverage will be required to pay 10% of the annual premium cost of the chosen PPO plan, plus the difference in premium cost between the PPO plan selected by the employee and the higher cost HMO plan. Such premium cost sharing will occur via payroll deduction.

Employees choosing PPO coverage will have the following options available:

PPO Plan 1

\$250 (single)/\$500 (family) annual deductible

\$1,500 (single)/\$3,000 (family) annual out of pocket maximum

90% (in-network)/70% (out-of-network) co-insurance

\$20 office visit co-pay

PPO Plan 2

\$500 (single)/\$1,000 (family) annual deductible

\$3,000 (single)/\$6,000 (family) annual out of pocket maximum

80% (in-network)/60% (out-of-network) co-insurance

\$20 office visit co-pay

HMO Plans

\$20 office visit co-pay

With respect to health insurance coverage only, the District may, following consultation with the Union, choose a different carrier(s), but with equivalent insurance coverage and/or level of benefits. In the event of a dispute as to the equivalency of insurance coverage and/or level of benefits, such dispute shall be submitted to a mutually acceptable insurance actuarial consultant whose decision shall be final and binding. The cost, if any, shall be shared equally by the District and the Union.

Prescription Co-Pay

The co-pay for generic equivalent prescription drugs will be five dollars (\$5) per prescription, the co-pay for generic, formulary prescription drugs will be twenty-five dollars (\$25) per prescription and the co-pay for non-generic, non-formulary prescription drugs shall be forty dollars (\$40).

Employees will have the option of utilizing mail order prescription service for maintenance medications prescribed for more than thirty (30) days. Employees utilizing the mail order prescription drug program will receive a ninety (90) day supply at a cost of two (2) prescription co-pays.

Emergency Room and Urgent Care Co-Pay

The emergency room co-pay for non-emergency care will be one hundred dollars (\$100) per visit. The urgent care co-pay shall be fifty dollars (\$50) per visit.

The District shall maintain a Section 125 plan for members of the bargaining unit.

Dental Insurance

Eligible employees may elect dental insurance for himself/herself and eligible dependents. Eligible employees may choose one of two dental plans. Employees shall contribute 10% of the cost of the dental insurance selected.

Optical Insurance

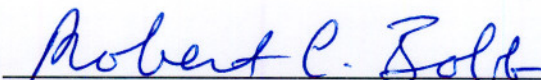
The District shall provide a comprehensive full-family optical care program to all full time employees.

Dependent children enrolled in school as full-time students shall receive optical coverage to age twenty-five (25).

Life Insurance/Death Benefits

The District shall underwrite the cost of group life insurance for all appointed employees who worked in his/her classification for two (2) years immediately preceding their death or retirement. The policies shall provide the payment of \$25,000 to employee designated beneficiaries or the employee's estate if the employee should die while in the active service of the District.

Approved:



Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 324

Proposal Date: December 10, 2009 DPS Proposal: As/Is _____ Modified _____
DPS Initials: A. de C.
Union Initials: DTU
TA'D Date: 4/16/10

**ARTICLE TWENTY
NON-MEDICAL LEAVES**

A. General

Employees covered by this Agreement shall be subject to all provisions of the School District's general rules governing leaves of absence, including provisions governing the employee's return to employment with the School District.

All non-medical related leaves shall be limited to the particular school year in which the request is made. A request for renewal of the leave will not be unreasonably withheld.

Other than leaves based on military or jury duty, requests for leave extension for non-medical reasons must be submitted no less than thirty (30) days prior to the expiration of any leave.

This provision does not diminish any rights that an employee has under law.

B. Military Leave

~~Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the School District when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit; consideration will be given for unusual circumstances.~~

A employee or employees entering any of the armed services of the United States – including the Red Cross and the Merchant Marine – will be granted a leave without pay for any leave covered by the Uniform Services Employment and Reemployment Rights Act when enrolled and assigned to active duty. If he/she applies for reinstatement with the District within ninety (90) days after his/her separation from the armed service, and if he/she is still qualified and competent, he/she will be reinstated in his/her former position (or like position) in the department where he/she was serving when the leave was granted. A photostatic copy of his/her military record must be filed with Human Resources. He/she will return at the salary rate which he/she would have attained had he/she not been on leave.

C. Jury Duty

An employee who is absent because he is performing jury duty in a state or federal court shall be paid the difference, if any, between his regular salary and the remuneration he receives as a juror, for a period not to exceed sixty (60) days in any calendar year.

Approved: Robert C. Bobb
Robert C. Bobb, Emergency Financial Manager

PROPOSAL #22 (Revised)

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 324

Proposal Date: January 28, 2010

DPS Proposal: As Is Modified

DPS Initials: *DLG*

Union Initials: *OK*

TA'D Date: 01-28-2010

ARTICLE TWENTY ONE
WORKERS' COMPENSATION

All employees shall be covered by the applicable Workers' Compensation laws and related benefits. An employee sustaining injury or occupational disease arising out of District employment shall be continued on the payroll and his/her time shall be charged to his/her unused sick leave for all days not covered by Workers' Compensation payments. Employees shall not be eligible for holiday pay or sick pay nor earn additional vacation or sick leave when they are being paid Workers' Compensation benefits.

An employee will maintain employment for a maximum period of two (2) ~~one (1)~~ years while receiving worker compensation benefit.

Approved: _____

Robert C. Bobb
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 324

Proposal Date: December 10, 2009 DPS Proposal: As Is Modified
DPS Initials: [Signature]
Union Initials: [Signature]
TA'D Date: 4/16/10

ARTICLE TWENTY THREE
HOLIDAYS

A. All regular employees covered by this Agreement shall be paid for the following holidays:

Independence Day, Labor Day, Veteran's Day (afternoon only), Thanksgiving Day, the day following Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King's Birthday*, Good Friday and Memorial Day.

If any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday; if the holiday falls on Sunday, Monday shall be observed as the holiday. If the holiday falls within the employee's scheduled vacation period, the employee shall be granted another day off.

* Bargaining unit members who are assigned to cover their buildings on Martin Luther King's birthday are authorized to take one (1) day off without loss of pay. The Building Engineer's request for the use of this time must be taken during the Engineer's summer vacation period, or other such period, whereby building service is not disrupted. Time designated must be approved by the Operations of Buildings office.

B. An employee is expected to work on the above holidays if requested to do so, but he shall be paid overtime in addition to his regular holiday pay. All such holiday work must be authorized by the Unit Head.

C. If an employee works on the actual holiday instead of the designated holiday (see "A" above), the employee will be paid time and one-half (1-1/2) for each hour worked on the actual holiday.

D. A bargaining unit member shall be eligible for the paid holiday, provided he works both the day before and the day after such holiday, or is receiving pre-approved vacation or pre-approved sick pay.

Approved: Robert C. Bobb
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 324

Proposal Date: December 10, 2009 DPS Proposal: As Is Modified _____
DPS Initials: [Signature]
Union Initials: [Signature]
TA'D Date: 4/16/10

ARTICLE TWENTY FOUR
DISCIPLINE

Subject to the Grievance Procedure contained in this Agreement, nothing contained in this Agreement shall restrict management from suspending, with or without pay, demoting, discharging, or otherwise disciplining any bargaining unit member where just cause for such action exists. When disciplinary action is contemplated, except in cases of serious misconduct, the employee and the Union shall be notified of the reasons thereof, in advance, in writing, of a meeting called for that purpose. At such meeting the employee shall be entitled to have Union representation.

Except as required by law, all reprimands may be removed, upon request, after thirty-six (36) consecutive months without any other disciplinary action.

Approved: Robert C. Bobb
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 324

Proposal Date: December 10, 2009 DPS Proposal: As Is Modified _____
DPS Initials: [Signature]
Union Initials: DR
TA'D Date: 4/16/10

**ARTICLE TWENTY SIX
WORKING CONDITIONS**

A. Health and Safety

The District will make every reasonable effort to provide and maintain safe working conditions. The Union will cooperate to that end and encourage the employees, at all times, to perform their assigned tasks in a safe manner.

It is agreed and understood that for safety and security reasons, the Unit Head and the principal will designate at least one (1) working telephone for use by employees covered by this Agreement who may be required to work after normal and regular school hours.

In situations over which the School District has no control, the Union agrees to cooperate with the school implementing workable solutions.

Any bargaining unit member who becomes aware of a safety hazard within the school building, or on the school grounds, shall immediately investigate and take necessary action to eliminate the safety hazard. The Engineer shall immediately inform the Unit Head and the principal of the presence of said safety hazard and the action taken to remedy the safety hazard.

The District shall, whenever possible, inform employees prior to utilizing hazardous materials what appropriate protective measures will be instituted.

The District agrees to provide required personal protective equipment, devices and clothing, without cost to employees.

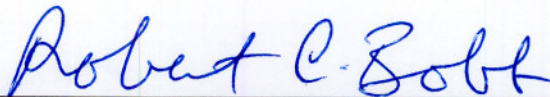
The District agrees to ensure that Engineers assigned to one (1) person buildings will be provided assistance and equipment to safely work in confined space areas.

The District agrees to make available to the Engineers an emergency call list for building and other emergencies. In addition the District agrees to require Security to notify the Engineer that they are entering the building during non-school hours.

B. Material Delivery

It is hereby reaffirmed that Engineering personnel are not required or expected to accept so-called tailgate delivery of materials. In the event the delivery agent will not make the proper delivery inside the building, the Engineer will not sign for or accept said delivery, but will immediately notify the Unit Head of the situation so that proper action may be instituted.

Approved:



Robert C. Bobb, Emergency Financial Manager

PROPOSAL #30

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 324

Proposal Date: December 10, 2009 DPS Proposal: As Is Modified _____
DPS Initials: [Signature] _____
Union Initials: [Signature] _____
TA'D Date: 4/16/10 _____

ARTICLE TWENTY NINE
EFFECT OF ILLEGAL PROVISION

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the District, the Union, and employees in the bargaining unit, and in the event that any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

Approved: Robert C. Bobb
Robert C. Bobb, Emergency Financial Manager

PROPOSAL #31

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 324

Proposal Date: December 10, 2009 DPS Proposal: As Is Modified _____
DPS Initials: W.deG
Union Initials: DA
TA'D Date: 4/16/10

ARTICLE THIRTY
RATIFICATION

This Agreement shall become effective upon ratification by the Union and approval thereafter by the Emergency Financial Manager ~~Board of Education of the School District.~~

Approved: Robert C. Bobb
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 324

Proposal Date: April 16, 2010

DPS Proposal: As Is _____ Modified _____

DPS Initials: _____

Union Initials: DTL

TA'D Date: _____

ARTICLE THIRTY ONE
ENTIRE AGREEMENT, TERMINATION, CHANGE OR AMENDMENT

A. Entire Agreement. This Agreement shall constitute the entire agreement between the District and the Union. All prior agreements, letters of understanding, courses of dealing or practices between the District and the Union are hereby terminated.

B. Effective Date. This Agreement shall become effective on October 1, 2006, and remain in full force and effect until 11:59 p.m. September 30, 2014. It shall be automatically renewed from year to year thereafter, unless either party shall give the other party written notice of the desire to terminate, modify or amend this Agreement. Such notice shall be given the other party, in writing by registered mail at least ninety (90) days prior to the anniversary date.

C. Change or Amendment. Any change or amendment to this Agreement must be in writing signed by the parties.

For the
INTERNATIONAL UNION
OF OPERATING ENGINEERS,
LOCAL 547, AFL-CIO:

For the
SCHOOL DISTRICT OF
THE CITY OF DETROIT:

[Signature]

[Signature]

4/16/10
Date

4/14/10
Date

Approved: Robert C. Bobb
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 324

Proposal Date: March 31, 2010

DPS Proposal: As Is _____ Modified _____

DPS Initials: J. de G

Union Initials: DR

TA'D Date: 4/16/10

Delete Letter of Understanding in its entirety.

~~LETTER OF UNDERSTANDING
between the
SCHOOL DISTRICT OF THE CITY OF DETROIT
and the
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - A, B, C, E, G, H - AFL-CIO~~

~~By their representatives' signatures below, the parties agree to staff the following shift buildings during non-occupied periods via City of Detroit Code (see attached list). This will result in the removal of twenty-six (26) budgeted afternoon First Assistant positions from the shift schools. During periods of occupancy only, overtime will be authorized to staff the building in accordance with past practice.~~

- | | |
|-----------------------|-----------------------------|
| Breithaupt | Mackenzie |
| Butzel | Mumford |
| Cass | Murray |
| Central | Northern |
| Chadsey | Northwestern |
| Cody | Osborn |
| Cooley | Pershing |
| Denby | Randolph |
| Finney | Redford |
| Ford, H. | Southeastern |
| Golightly | Southwestern |
| Kettering | Spain (Crockett) |
| King, M.L. | Western |

~~SCHOOL DISTRICT OF THE
CITY OF DETROIT~~

~~INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 547, AFL-CIO~~

~~Charles L. Wells, III
March 8, 2000~~

~~Phil Schloop
March 8, 2000~~

Approved: Robert C. Bobb
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 324

Proposal Date: March 31, 2010

DPS Proposal: As Is Modified _____

DPS Initials: R. Bobb

Union Initials: DR

TA'D Date: 4/16/10

The parties agree that as of September 1, 2009, the concession proposal below is in effect and shall continue through the term of this agreement.

ESP Concession Savings

Hours Per Day

3 Engineers x 170 Days x \$28.9046 x 1.5
19 Engineers x 170 Days x \$30.3754 x 1.5

Weekend Coverage

3 Engineers x 20 Saturdays x 4 hours x \$28.9046 x 1.5
19 Engineers x 20 Saturdays x 4 hours x \$30.3754 x 1.5

ESP

15 schools x 3hrs/day x 170 days x \$28.9046 x 1.5
5 schools x 5hrs/day x 170 days x \$28.9046 x 1.5
1 school x 6hrs/day x 170 days x \$28.9046 x 1.5
1 school x 2hrs/day x 170 days x \$28.9046 x 1.5

Weekend Overtime Concession Savings

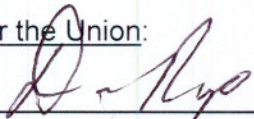
4-A Engineers x 20 Saturdays x 4 hours x \$30.3754 x 1.5
24-B Engineers x 20 Saturdays x 4 hours x \$28.9046 x 1.5
4-C Engineers x 20 Saturdays x 4 hours x \$27.5307 x 1.5
1-D Engineers x 20 Saturdays x 4 hours x \$22.7317 x 1.5
3-2nd Engineers x 20 Saturdays x 4 hours x \$23.6993 x 1.5
20-3rd Engineers x 20 Saturdays x 4 hours x \$21.8222 x 1.5

Approved: Robert C. Bobb
Robert C. Bobb, Emergency Financial Manager

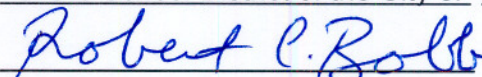
**Letter of Agreement
between
The School District of the City of Detroit
and
The International Union of Operating Engineers, Local 324
IMPLEMENTATION COMMITTEE**

The parties agree that the implementation of consolidation of classifications and the implementation of the steps will be addressed by the Joint Staffing Committee within the parameters established by Article Seventeen. This must be concluded within sixty (60) days of ratification.

For the Union:



For the School District of the City of Detroit:



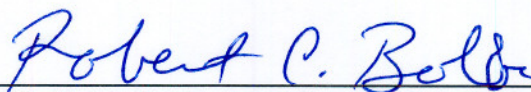
Date:

4/16/10

Date:

4/16/10

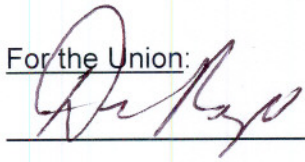
Approved:


Robert C. Bobb, Emergency Financial Manager

**Letter of Agreement
between
The School District of the City of Detroit
and
The International Union of Operating Engineers, Local 324
SICK LEAVE DONATION**

Contingent upon the progress of the District's Pilot Sick Leave Donation Program, the School District of the City of Detroit ("District") and the International Union of Operating Engineers, Local 324, ("Union") will endeavor to develop a process by which unit members may donate sick leave days to other members who are suffering from a catastrophic illness and have exhausted their sick leave bank on account of the catastrophic illness.

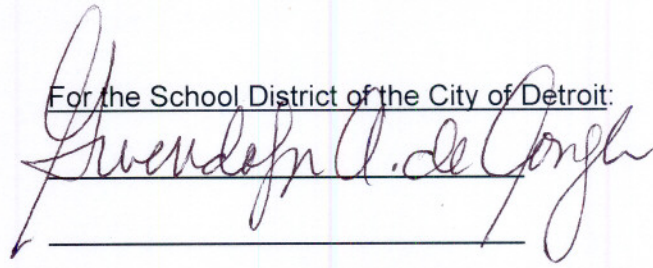
For the Union:



Date:

4/10/10

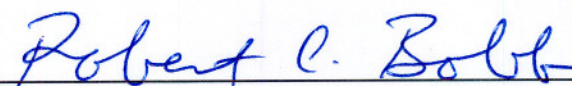
For the School District of the City of Detroit:



Date:

4/14/10

Approved:



Robert C. Bobb, Emergency Financial Manager

**Letter of Agreement
between
The School District of the City of Detroit
and
The International Union of Operating Engineers, Local 324**

INSTRUCTIONAL REFORM - SCHOOL-BASED PERFORMANCE BONUS

The School District of the City of Detroit ("District") and the International Union of Operating Engineers, Local 324, ("Union") agree, by their representatives' signatures below, to abide by the following procedures for School-Based Performance Bonus.

The District shall identify the funding source for the establishment of a School-Based Performance Bonus Program. The securing of such funds shall be identified prior to the start of each school year. The continuance of the School-Based Performance Bonus shall be contingent upon the securing of the funds for the entire school year.

The District shall identify the criteria and benchmarks for establishing school-based performance pay for bargaining unit members. The criteria may include measureable improvements in student and staff attendance on a school-wide basis, performance on standardized tests, overall student grade point average (GPA), graduation rates, reduction in drop-out rates, attaining and/or maintaining Adequate Yearly Progress (AYP) and other provisions identified by the No Child Left Behind (NCLB) Act.

The established criteria and benchmarks shall be distributed to schools for consideration and interest in the School-Based Performance Bonus program. All schools interested in participating the program shall be guided by the following:

1. The School Leadership Team and the building administration shall meet annually for the purpose of the development and submission of the application for consideration complete with the rationale of interest, strategies to meet the criteria/benchmarks, data pertinent to the identified criteria for consideration, and clearly defined objectives for the school year.
2. Once the schools have been selected, the district shall be responsible for providing the resources for the school to meet the criteria/benchmarks.
3. Selected schools are subject to an annual review of predetermined criteria using supportive evidence and data for each school. A data-based rationale must be provided if a school is not renewed unless the non-renewal is due to lack of identified/available funding.
4. Bonus packages shall be afforded to each school selected. The distribution shall be made one of two ways: 1) utilizing the District's predetermined cash distribution matrix or 2) the School Leadership Team via the SDM shall determine an alternative.
5. Bonus pay shall be paid not later than the end of the first semester of the following school year.

6. This agreement shall not infringe upon the collective bargaining rights of other District employee unions and/or other employees.

For the Union:

[Signature]

For the School District of the City of Detroit:

Gwendolyn A. deFoy

Date:

4/16/10

Date:

4/16/10

Approved:

Robert C. Bobb
Robert C. Bobb, Emergency Financial Manager

**Letter of Agreement
between
The School District of the City of Detroit
and
The International Union of Operating Engineers, Local 324**

INSTRUCTIONAL REFORM – PRIORITY SCHOOLS

The School District of the City of Detroit (“District”) and the International Union of Operating Engineers, Local 324, (“Union”) agree, by their representatives’ signatures below, to abide by the following procedures for the establishment of Priority Schools.

The Priority Schools intend to offer a rigorous educational program which includes extended day/year and measurable expectations. The District shall provide all adopted instructional materials to effectively address the educational and instructional needs of students and staff, including textbooks, supplemental supplies, and equipment.

To implement the Priority Schools’ educational program it is essential that there be cooperation between the District and the Union, which parties have agreed to accommodate necessary and unusual requirements in order to implement the Priority Schools – creative teaching methods; acceleration of improved student achievement as measured by MDE standards; creative scheduling; dedicated staff assigned to each school; extended school day/extended year; and parental and community engagement.

This Letter of Agreement (“Agreement”) is made by and between the District and the Union for the purpose of establishing certain work rules to govern the operation of Priority Schools. The parameters for the Priority Schools will accommodate the following:

1. The District shall identify the criteria for the establishment of “Priority Schools.” Determination of such schools shall be based upon data inclusive of, but not limited to, student performance on standardized tests, student attendance, transiency, chronic discipline and/or violence concerns, and Adequate Yearly Progress (AYP) status, and other provisions identified by No Child Left Behind (NCLB). Priority schools shall not be limited to low performing schools.
2. Schools identified as Priority Schools shall participate in the Shared Decision-Making Program as outlined in the collective bargaining agreement. Upon the selection of the staff, each Priority School shall select a School Leadership Team (SLT) as described in the collective bargaining agreement.
3. The District shall determine which schools will be designated Priority Schools. The Principal will be responsible for interviewing and selecting staff at Priority Schools.
4. Staffing at Priority Schools shall be on an application basis. Criteria for selection shall be determined by the Selection Committee. Interested Union members must apply for assignment to a Priority School and be selected via an interview by the Principal.

In the event a Priority School is unable to fill positions, any qualified member from a

In the event a Priority School is unable to fill positions, any qualified member from a lay-off list may apply based on a job posting and be selected regardless of position on the lay-off list. If no one from the lay-off list applies or is selected, the position may be posted on the District's website for external candidates.

5. There shall be an extended day/school year for the Priority Schools contingent upon funding. If the Priority Schools have an extended school year, members of the bargaining unit shall be paid at their regular hourly rate. Any hours worked beyond the regular school day will be paid at the hourly rate and in compliance with the Fair Labor Standards Act (FLSA).
6. Upon selection to serve in a Priority School, a member will be required to complete prescribed professional development specifically designed to meet the instructional needs of the Priority Schools. During employment at a Priority School, members selected and assigned to a Priority School shall do so with the understanding that their ongoing assignment at the Priority School shall be contingent upon staff meeting evaluative criteria in an annual review process.

The evaluative criteria shall include, but not be limited to, the member maintaining the requirements of the job posting, meeting pre-established benchmarks and targets, making a continuing commitment to all that is prescribed in this Agreement. The established goals and objectives along with the evaluative criteria must be clearly articulated to all members of the bargaining unit at the time of the job posting and selection.

A member who is not meeting the evaluative criteria required by the Priority School, using supportive evidence and data, will be informed of the basis for evaluative findings and shall be assigned to the shop pool.

7. In the event a member decides not to return to the Priority School or the Principal advises a member that he/she will not be retained for the following school year, the District shall post the position and the Principal will interview and select a replacement.
8. In the event a member decides not to return to the Priority School or the Principal advises a member that he/she will not be retained for the following school year, that member shall maintain the same rights as any other Union member and be referred to the Division of Human Resources for placement in a vacancy.
9. District-wide layoffs shall occur in accordance with the layoff provisions of the collective bargaining agreement. However, should the district decide to retain members assigned to Priority Schools who would otherwise be laid off, the member with the next highest seniority shall be released from their current assignment until a vacancy becomes available for which the member is qualified.

For the Union:

[Handwritten Signature]

Date: 4/16/10

For the School District of the City of Detroit:

[Handwritten Signature]

Date: 4/16/10

Approved:

Robert C. Bobb
Robert C. Bobb, Emergency Financial Manager

**Letter of Agreement
between
The School District of the City of Detroit
and
The International Union of Operating Engineers, Local 324**

INSTRUCTIONAL REFORM – SHARED DECISION-MAKING

The School District of the City of Detroit (“District”) and the International Union of Operating Engineers, Local 324, (“Union”) agree, by their representatives’ signatures below, to abide by the following procedures for Shared Decision-Making.

Joint Labor-Management Shared Decision-Making Committee

The Joint Labor-Management Shared Decision-Making Committee shall be composed of no more than ten (10) Committee members. The Joint Labor-Management Shared Decision-Making Committee members shall be identified by January 15, 2010. The Committee shall develop a calendar of no less than one (1) meeting per month, with additional meetings scheduled as needed. The Committee shall operate by consensus decision-making.

The Joint Labor-Management Shared Decision-Making Committee shall establish the criteria for the level of school autonomy in shared decision-making. The Joint Labor-Management Shared Decision-Making Committee shall review the application and meet with the Principal and bargaining unit members. The purpose of the meeting shall be to review the areas for which shared decision-making shall apply.

School Leadership Team

The School Leadership Team shall be established at the school level and have no more than twelve (12) committee members, consisting of, but not limited to, Principal, Assistant Principal (if applicable), and a Union designee/representative. Participating schools shall select School Leadership Teams based upon a peer selection process. Any schools with a team in place as of September 1st will have an opportunity each October to change the composition of its team.

Decisions in accordance with the established policies and practices for shared decision-making shall be made by consensus. The implementation of the decisions will be carried out by the principal and other members of the school staff, as necessary.

Shared Decision-Making

The District and the Union agree that Shared Decision-Making (SDM) is a process in which the School Leadership Team (SLT) will work collaboratively with the Principal in identifying issues, defining goals relative to the Academic Achievement Plan, developing school budgets and formulating policy and the implementation of such. The uniqueness of each school community requires that the organizational and instructional issues discussed are determined by the SLT. The District and the Union agree that in order to achieve SDM at the school level, the SLT must agree to participate in required SDM training and work cooperatively in order to bring about changes, which may include significant restructuring of instruction.

Eligibility and Involvement

All schools are eligible to apply for participation in SDM. School participation shall be voluntary.

Schools involved in SDM shall conduct ongoing self-evaluation based on tools identified and developed by May 1, 2010 by the Joint Labor-Management Committee and modify the program as needed.

Professional Development

The District shall be responsible for making available appropriate professional development and support requested by schools involved in SDM, as well as schools expressing an interest in future involvement in the program.

For the Union:

[Signature]

For the School District of the City of Detroit:

[Signature]

Date:

4/16/10

Date:

4/14/10

Approved:

Robert C. Bobb
Robert C. Bobb, Emergency Financial Manager